

City of Cleveland Department of Public Safety

REQUEST FOR PROPOSALS

Vendors may submit proposals for
One or any combination of these items:

ITEM 1- STORAGE OF VEHICLES- ONE STOP NON-COMMERCIAL



PRE-PROPOSAL CONFERENCE

February 23rd, 2016 at 2:00 P.M.

CITY HALL – ROOM 230

Attendance is strongly encouraged.

*The Pre-Proposal conference is your only opportunity
to ask questions without submitting them in writing.*

PROPOSALS DUE

March 4th, 2016 at 3:00 P.M.

CITY HALL – ROOM 230

Revised 2.5.16

INSTRUCTIONS TO VENDORS

TABLE OF CONTENTS

Instructions	2
Detail Specifications	4
Item 1- Storage - Non-Commercial Vehicles - One Stop Impound	
General Conditions	13
Schedule of Items and Proposal Form	20
Qualifications of Vendor Form	21
Ordinances	23
Cleveland Area Business Code Notice to Bidders & Schedules	Appendix

INSTRUCTIONS

This Request for Proposals (or "RFP") is an invitation to vendors to offer proposals for the 2 Items described on the cover page. Follow these instructions closely to ensure that your proposal is responsive.

Vendors are encouraged to submit a proposal for each Item that it is qualified to perform, and may enter into joint ventures to perform the work. All joint venture arrangements must be disclosed. If any subcontractors are proposed to be used, they too must be disclosed.

Legislative authority

An ordinance will be presented to the Council of the City of Cleveland for the contracts contemplated by this RFP.

Term of Contract

Subject to the legislative authority, the term of this contract shall be for two (2) years with one two-year option to renew, exercisable by the Director of Public Safety, unless another term is specified by the Council.

Rejection or Acceptance of Proposals

If your proposal is 1) incomplete, conditional, or obscure; or 2) contains exceptions to any part of this RFP document; or 3) contains additions not called for; or 4) contains irregularities of any kind; then your proposal will be considered non-responsive.

As a general proposition, non-responsive proposals will be rejected, but the City may waive irregularities if doing so is in the best interests of the City. The City shall have the right to reject any or all proposals.

No proposal will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

The City will consider all elements entering into the question of determining the responsibility of the vendor.

INSTRUCTIONS TO VENDORS

Detail Specifications and General Conditions

The Detail Specifications and General Conditions contained in this RFP document will form the basis of a contract with the successful bidder.

Submissions

Please complete and submit with your proposal the "Schedule of Items and Proposal Form", the "Qualifications of Vendor Form", and Cleveland Area Business Code Schedules 1, 2, 3, and 4 (found in the Appendix). Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificates or authorizations needed to conduct the work, and all items required to be submitted by this RFP document whether or not their submission is noted in these instructions. Any proposal received after 3:00 p.m. will not be considered.

Schedule of Events

Pre-proposal conference: **February 23th, 2016 at 2:00 p.m.**

City Hall, Room 230
601 Lakeside Ave.
Cleveland, Ohio 44114

Proposal due date: **March 4th, 2016 at 3:00 p.m.**

Direct your proposal to: Director of Public Safety
City of Cleveland
Department of Public Safety, Room 230
601 Lakeside Avenue
Cleveland, Ohio 44114

Questions

Oral questions will only be answered during the pre-proposal conference. If at any other time, you find a discrepancy or omission in this RFP document or you have any doubt as to the meaning of any provision, please write to the Director of Public Safety in care of the address shown below. If you do not submit your question by February 25th, 2016, it may not be possible to reply in time for the submission of your proposal. If you have any questions, please submit them as soon as possible.

Via hand-delivery or U.S. mail:

Michael McGrath
Director of Public Safety
City of Cleveland
Department of Public Safety, Room 230
601 Lakeside Avenue
Cleveland, Ohio 44114

or via e-mail:

KLarson@city.cleveland.oh.us

ITEM 1 – STORAGE OF VEHICLES – NON-COMMERCIAL

Under Item 1, the vendor is invited to provide Storage of Non-Commercial Vehicles and One Stop Impound services as specified below.

ITEM 1 – STORAGE OF VEHICLES – ONE STOP

Under ITEM 1, the vendor is invited to provide storage facilities and office space as specified below.

Currently, a person reclaiming a car from storage obtains a release at the Justice Center, and then reclaims the vehicle at the storage lot. The goal of this Item is to achieve, a "One Stop" facility at which the personnel needed to authorize the release of vehicles work directly at personnel, as described below. Unless otherwise indicated, the cost of providing these requirements shall be borne by the vendor.

The space provided must meet all of the following requirements:

(a) The public and non-public areas shall be separated by means of a secure door, and the counter space should be enclosed behind security glass and walls. All doors and windows to the building shall be secure.

(b) There shall be room for the furniture and equipment described below, electrical outlets for devices requiring it, and phone lines not fewer in number than required in this specification. The furniture and equipment itself, such as computers, copiers and telephones, will be furnished by the City or Clerk's office and need not be provided by the vendor.

(c) There shall be room to accommodate 5 clerk/cashiers working from a counter, each with a cash drawer, computer, monitor, credit card authorization device and printer. 5 separate phone lines are needed for these persons. There shall be shelves below the counter space to accommodate the forms used to conduct the release activities. There shall also be room for a desk or a table and a chair for use by these 5 persons, and room for four file cabinets, a 3'X5' vault, a fax machine and copier.

(d) At the cost of the vendor, a live feed security monitoring system viewable from the Cleveland Municipal Court, Clerk of Courts Office shall be installed in the customer wait area and in the cashier area that includes the safe.

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

(e) In the non-public area, there shall also be room to accommodate as many as 11 police officers/civilian staff. Each of these persons will require space for a desk and chair, an RMS computer, monitor, printer and telephone.

(f) There shall be a public waiting area for as many as 15 persons to stand or sit while waiting their turn in line to retrieve their vehicles.

(g) The workspace shall have both heating and air conditioning and it shall be sufficient to provide a comfortable working environment for all assigned employees.

(h) The building shall include a lunch area and male/female restrooms.

(i) There shall be an employee parking area that is separate from the public lot.

(j) The office building and workspaces shall be maintained at all times in a manner that is acceptable to the Director of Public Safety.

In completing your proposal, include the number of square feet for the building and for each of the areas identified above. The building must be a minimum of 2,400 square feet.

In addition to the foregoing requirements, all of the following Detail Specifications apply to Item 3:

1. Each facility used in the performance of this contract shall meet all requirements of these Detail Specifications and must be approved in advance by the Director of Public Safety.
2. The Contractor shall store any motor vehicle or watercraft when requested by the Director of Public Safety, or his authorized representative. However, the City makes no representation or guarantee as to the quantity or frequency of such requests. In the event that the City enters into contract with more than one vendor for these services, the Director of Safety shall have sole discretion to determine which vehicles, and how many, will be stored by each vendor. For purposes of these Detail Specifications, the words "motor vehicle" include "vehicle" and both terms shall be construed to include watercraft.

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

3. The facility must have space for at least 1,300 automobiles. There must be sufficient space maintained between each parked vehicle and the vehicle parked next to it for a person to walk in-between the two vehicles and to open the doors of either vehicle in order to access the vehicle interior. Please indicate in your proposal whether or not the public can access your facility using public transit and describe its proximity to interstate highways.
4. The facility shall be used exclusively for the performance of this contract.
5. The facility shall receive vehicles 24 hours a day, 7 days a week.
6. Vehicles shall be released by the facility on Monday through Friday from 8:00 a.m. to 6:30 p.m., Saturdays and Sundays from 10:00 a.m. to 2:00 p.m., and during special events designated by the City for a period of two hours following the conclusion of such event. The City will contact the Contractor with the type, dates and times for these designated events. At all times that vehicles are being released, the vendor must have the facility staffed with at least two persons to stage the vehicles for their release.
7. The storage lot shall consist of a firm surface of gravel or asphalt to allow for proper storage of vehicles. There shall be adequate drainage to prevent the accumulation of standing water. The lot surface shall be maintained during inclement weather so that snow accumulation within the lot does not exceed two inches and is salted as needed.
8. The motor vehicle storage facility shall be completely enclosed by a secure fence equipped with a locking gate. Areas of the premises that are visible from the streets or walkways off the premises shall be blocked from view by opaque (non-transparent) fencing having a minimum height of 7 feet. The fence for the remainder of the enclosure must be at least 7 feet in height. The Contractor may alternatively conform the fences to meet to meet all requirements of codified ordinances section 345.04(a)(4) as a condition of this Agreement, irrespective of whether Contractor is required by law to comply with Codified Ordinance Section 345.05(a)(4). A copy of the ordinance is attached. All fencing shall be maintained in a like new condition and meet the specifications contained herein.
9. Contractor shall provide artificial lighting adequate to illuminate all areas of the lot, the buildings, and all public and employee parking areas between sunset and sunrise.
10. For operation of the motor vehicle storage facilities, the Contractor shall provide sufficient equipment in type and number to complete the work. Please include with your proposal a description of equipment that will be used in the performance of the contract, and include VIN's.

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

11. Tow trucks delivering vehicles to the motor vehicle storage facility shall not be detained at this location for more than 15 minutes during routine hours as well as rush hour times and during special events.
12. Please include with your proposal the number of employees who will be used to complete the work of this contract, including accommodating a heavier workload during rush hours and special events.
13. Any vehicles needing to be relocated within the lot shall only be moved with a tow truck that is equipped with wheel lifts and/or dollies, unless they have already been placed on the City's "junk list" and are being removed or staged for removal from the facility by the salvage vendor.
14. Contractor shall provide security at the facility 24 hours a day, 7 days a week, including the lot itself, the employee parking area and the building. The Contractor shall employ all necessary security features and is strongly encouraged to use security cameras in all areas where vehicles are stored. Please include with your proposal a description of how you will provide security at the facility.
15. Contractor shall ensure that all vehicles are parked in such a manner that each vehicle is readily accessible and is in a position to be removed from the premises at any time. Contractor shall maintain 30 available spaces with easy accessibility and close to the release area in order to store vehicles towed during special events. No impounded cars shall be
16. Contractor shall maintain and operate the entrances to the motor vehicle storage facility in a manner that does not cause traffic congestion on public streets.
17. Contractor shall provide all traffic cones, delineators and other traffic control devices necessary to ensure the safe operation of the motor vehicle storage facility.
18. Contractor shall maintain the motor vehicle storage facility in good repair and keep the facility free from litter and debris (both inside and in the areas immediately adjacent to the lot).
19. Contractor shall not do any of the following with regard to any vehicle that is stored under this contract:
 - h) Make application for a certificate of title or motor serial number for the vehicle.
 - i) Purchase, receive, or acquire any legal or equitable interest in the vehicle, or any _?? The release for it, by way of an assignment of the certificate of title or otherwise.
 - j) Repair, rebuild, or remanufacture the vehicle.

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

- k) Use any record or information which Contractor receives from the City or which Contractor is required to maintain under this contract for a purpose other than carrying out the terms and conditions of this contract.
 - l) Take possession of the license plate affixed to or associated with the vehicle, if it has one, unless otherwise directed by the Director.
 - m) Sell any part from any of the motor vehicles subject to contract.
 - n) Conspire with any other person to engage in any of these prohibited activities.
20. The contract for these services shall contain payment terms substantially in accordance with the following:
- Fees; Claimed Vehicles; Unclaimed Vehicles; Process Tows**
- A. Claimed vehicles.
For each vehicle that is claimed, the Clerk of the Cleveland Municipal Court shall collect from the person reclaiming the vehicle, for remittance to the Contractor, the fees specified in the Codified Ordinances for the cost of Contractor's services. Contractor acknowledges that it is only entitled to payment of the fees charged which are actually collected by the Clerk. Contractor acknowledges that the City has made no representation that all fees, or any portion of them, will actually be collected by the Clerk.
 - B. Unclaimed vehicles.
For any vehicle that remains unclaimed, the Director of Public Safety may in his sole discretion decide upon the manner of its disposal. The proceeds from the salvaging or auctioning of each unclaimed vehicle shall be governed by the terms of Section 135.42 of the Codified Ordinances. The entire text of C.O. Section 135.42 is incorporated into this Agreement, and parts relevant to fees are repeated in this section.
 - C. Salvaged vehicles. Proceeds from salvaged vehicles shall be governed by C.O. Section 135.42(c), which reads as follows:
 - D. ***"(c) Salvage vehicle proceeds. Each contract for the towing of non-commercial or commercial vehicles shall contain a provision that provides that the division of monies received when vehicles are salvaged shall be as follows: the towing firm that impounded the vehicle shall be paid 30% of the salvage proceeds. The storage company shall be paid 60% of the proceeds, not to exceed the amount authorized for its services in these Codified Ordinances. The City of Cleveland shall be paid 10% of the proceeds, and shall also receive any monies that are not paid to either the towing or storage firms because the percentage to which they would***

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

otherwise be entitled exceeds the amount authorized for their services in these Codified Ordinances."

The preceding provisions concerning the division of monies received when vehicles are salvaged shall apply to any vehicle that appears on the list of vehicles eligible to be salvaged, commonly known as the "junk list," issued after execution of a contract.

For a salvaged vehicle, the Contractor shall be paid directly by the salvage dealer under contract with the City of Cleveland for the disposal of the vehicle. Contractor acknowledges that the City shall not itself be liable for the payment of salvage proceeds that are owed by the salvage dealer to Contractor.

- E. Auctioned vehicles. Unclaimed vehicles that are auctioned shall be governed by C.O. Section 405.13, divisions (a) and (b), which read as follows:

"(a) The Director of Public Safety may arrange for the auction of non-commercial and commercial vehicles that are impounded under the authority of these Codified Ordinances, other than vehicles subject to forfeiture under Chapter 2933 of the Revised Code where the disposition of the vehicle is governed by that chapter, and that are unclaimed or abandoned and authorized to be disposed of under Chapter 4513 of the Revised Code or other applicable law. The provisions of this section do not limit the authority of the Director of Public Safety to dispose of such vehicles under any contract that the Director may have entered into with motor vehicle salvage dealers or scrap metal processing facilities under the authority of division (a)(3) of section 135.42 for the disposal of such vehicles."

"(b) If a vehicle is auctioned under the authority of this section, then the proceeds of the auction shall be deposited in an agency fund. The proceeds of the auction shall be disbursed from the agency fund in the following priority: the towing firm that impounded the vehicle shall be paid first, in the amount authorized for its services in these Codified Ordinances, up to the amount of the proceeds obtained. The storage company shall be paid next, in the amount authorized for its services in these Codified Ordinances, for storage for the number of days that the vehicle was stored or 30 day, whichever is less, up to the amount of proceeds remaining after the towing firm is paid. Any other costs required to be paid by the City in connection with the auction shall be

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

paid next, up to the amount of the proceeds remaining after the towing and storage firms are paid as provided in this division. Any remaining funds shall be paid to the credit of the general fund."

21. In the event that the City elects to take ownership of an unclaimed motor vehicle for purposes other than disposal of the vehicle, Contractor shall not be entitled to payment of fees otherwise chargeable.
22. In the event a vehicle is released without charge pursuant to a judgment of a hearing examiner of the Parking Violations Bureau, or pursuant to the settlement of a claim under the settlement authority of the Director of Law, or pursuant to court order, or pursuant to any other lawful authority, the Contractor shall receive no payment for the removal and conveyance of the vehicle.
23. The Contractor shall, without exception, physically check each and every motor vehicle received for storage to verify the accuracy of the vehicle identification number, license plate number, and make, model, color and year recorded on the Vehicle Tow Supplement Form for the vehicle received for storage.
24. The Contractor shall take at least four digital photographs of each vehicle upon its arrival at the facility. The photographs shall include a view of each of the four sides of the vehicle. These photographs shall be kept for at least 6 months, or for such longer period of time as may be directed by the Director, and may be inspected by police officers or the Director any time.
25. The Contractor shall have a demonstrated process in place to respond to and address complaints from the public within five (5) working days from the receipt of the complaint. Further, Contractor shall have a process in place that corrects repeated or continual complaints brought to its attention.
26. In the event that a person who presents a release requires minor assistance in removing his or her motor vehicle from the storage facility, including but not limited to jump starting, inflating of tires, or assisting the person in starting a vehicle that has had its steering column peeled, Contractor shall provide such assistance free of charge. The Contractor may not charge a fee to any person retrieving a vehicle from storage for any other services unless the nature of the services, and the costs to be charged, are approved in advance by the Director of Public Safety. Contractor shall not prevent a person presenting a release for a motor vehicle from seeking or gaining assistance from outside vendors, nor shall Contractor prevent such vendors from entering the storage premises for such purpose.
27. Contractor shall submit to the Chief of Police, or his authorized representative, written notification of each motor vehicle which Contractor released, including those released for disposal to a motor vehicle salvage dealer or scrap

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

metal processing facility, each calendar day by 12:00 noon on the second day following the day the motor vehicle was released from storage. For the purpose of clarification, the submission to the Chief of Police of written notification of vehicles released for disposal is needed administratively to confirm the actual removal of vehicles from storage.

28. Upon request of the Director of Public Safety or his authorized representative, Contractor shall, within 48 hours of such request, submit an inventory list of all motor vehicles which Contractor has stored or is storing pursuant to the contract.

29. The Contractor shall permit the Chief of Police, or his authorized representative, to inspect all records that Contractor is required to maintain under the contract or any statute, ordinance, rule or regulation applicable to the subject matter of the contract.

30. The Contractor shall permit the Chief of Police, or his authorized representative, to inspect the premises of the Contractor in order to examine the license number or vehicle identification number of any motor vehicle or to verify the authenticity of the records maintained by the Contractor under the contract or by any applicable statute, ordinance, rule, or regulation.

31. Contractor shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of Contractor's failure to comply with the contract and, in any event, agrees to indemnify the City against all liability with reference to the same.

32. Throughout the term of the contract, the Contractor agrees to use good faith efforts to hire residents of the City of Cleveland for positions filled and also agrees to use reasonable efforts to meet the City's minority representation goals.

33. The contract for these services shall contain an insurance requirement substantially in accordance with the following:

Insurance

A. The Contractor shall maintain, at its own expense and at all times during the term of the contract, a policy or policies of insurance in an amount not less than one million dollars (\$1,000,000.00) for automobile liability or garage liability insuring Contractor and the City against any suit, claim, loss, cost, damage or injury to persons or property arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under the contract or the covenants and obligations of Contractor under the contract.

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

B. The policy or policies required under this Agreement shall name the City as an additional insured and shall contain the following special provision: **"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Public Safety of the City of Cleveland."** In addition, Contractor shall itself notify the Director of Public Safety in writing of the cancellation or reduction of any insurance required by this Agreement. In addition to the remedies provided in the General Conditions, the cancellation or reduction of any insurance coverage required by this Agreement shall result in the removal of Contractor from the rotation list. As soon as practicable after the execution of this Agreement, Contractor shall provide the Director with a certificate of insurance for the insurance policy or policies required under this Agreement. Such policy or policies shall as to form, coverage, and carrier be satisfactory to and approved by the Director. If at any time the coverage or carrier on any policy shall become unsatisfactory to the Director, Contractor shall forthwith, provide a new policy meeting the requirements of the Director. The additional insured coverage provided the City under Contractor's insurance policy shall be primary with respect to Contractor's premises and operations, notwithstanding other insurance covering the City.

[End of Detail Specifications for Item 1]

Revised 2.5.16

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

GENERAL CONDITIONS

The provisions of these general conditions apply to all Items and alternates. They will be incorporated into any contract for services under this Request for Proposals.

As used in this RFP document:

- a) "Director" means the Director of Public Safety of the City of Cleveland.
- b) "Contractor" means a vendor that enters into contract with the City of Cleveland as a result of this Request for Proposals.
- c) "Contract" and "Agreement" have the same meaning.
- d) "Gross ton" means a unit of weight equivalent to 2,240 pounds.
- e) "Net ton" means a unit of weight equivalent to 2,000 pounds.
- f) "Motor vehicle" includes "vehicle" and both terms shall be construed to include watercraft.
- g) "Person" includes an individual, corporation, business trust, estate, trust, partnership, and association. [RC 1.59 (C)]

Section 1. Licensing Requirements

- A. Contractor shall obtain from all government authorities, including the City, having jurisdiction over the operations and premises of Contractor all licenses, certificates, permits, or other authorizations which may be necessary to perform the work of this Agreement.
- B. Contractor shall furnish, upon the execution of this Agreement, and at such other times as may be requested by the Director, the original, or a certified copy of the original, license, certificate, permit, or other authorizations that are or may be necessary to perform any of the duties, covenants, and obligations required by Contractor under this Agreement.
- C. If a license, certificate, permit or other authorization necessary to perform the work of the contract is suspended, revoked, or expires without renewal, the Contractor shall immediately notify the Director in writing.

Section 2. Compliance Requirements

- A. Contractor, its officers, agents, employees, and any other persons over which Contractor has control shall comply with present and future laws and ordinances of the City, State, and other governmental bodies, all present and future rules and regulations issued under them, and directives of the Director applicable to or affecting directly or indirectly the Contractor or its operations, activities or premises. This Agreement is expressly made subject to all such laws, ordinances, rules and regulations and no provision of this Agreement shall be construed so as to restrict the authority of the City of Cleveland to

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

enact, promulgate, amend, or repeal any ordinance, rule, or regulation which may be directly or indirectly applicable to the Contractor or its operations, activities, or premises.

- B. Contractor shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of Contractor's failure to comply with Paragraph A of this Section and, in any event, agrees to indemnify the City against all liability with reference to the same.

Section 3. House Bill 694 Compliance - Pertaining to Campaign Contributions

Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 4. Non-Transferability

Contractor may not assign, transfer, or subcontract this Agreement, Contractor's rights under this Agreement, or the services to be rendered by Contractor under this Agreement, without the prior written approval of the Director.

Section 5. Subcontractors

Contractor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the previous written consent of the Director of Public Safety. Subletting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

Contractor shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Contractor to the extent of its subcontract. Contractor shall file a conformed copy of the applicable subcontract with the City. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

Section 6. Indemnification

- A. Contractor shall protect, indemnify, defend and hold harmless the City of Cleveland and its respective officers, agents, employees, successors, and assigns, from and against any and all suits, loss, claims, expenses, actions, causes of

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

action, costs, damages, liability and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any negligent act or omission or breach of the Contractor, its agents, employees, licensees, invitees, that result in loss of life or damage or injury to persons or property of any person, including, but not limited to, the agents, employees, contractors, invitees, and licensees of either the City or Contractor and to the property of them arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under contract or the covenants and obligations of Contractor under the contract.

- B. The Contractor shall, at its own expense, defend the City in litigation of the nature described in the preceding paragraph, pay all attorney fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents or employees, arising out of litigation of the nature described in the preceding paragraph.
- C. The provision of this Section and the provisions of all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7. Workers' Compensation

- A. Contractor shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required under said act and shall hold the City harmless from any and all liability from or under said act.
- B. Contractor shall furnish at the time of execution of this Agreement, and at such other times as may be requested by the Director, a copy of the official Certificate of Premium Payment acknowledging the receipt of said Workers' Compensation payments.

Section 8. Social Security Act

Contractor is and shall remain an independent contractor with respect to all services performed under this Agreement. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement by any state or federal laws, rules, or regulations.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed by any state or federal laws, rules, or

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

regulations upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement.

The Contractor shall meet all the requirements of these state and federal laws and the rules and regulations issued under them, and shall indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability for payments required to be made by Contractor.

Section 9. Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.
(Codified Ordinance Section 187.22)

Section 9. Severability

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal, or unenforceable, had never been contained in this Agreement.

Section 10. Default

A. Contractor shall be in default of this Agreement if any of the following occur:

1. Contractor makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition under the bankruptcy or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
2. Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control;
3. Contractor fails to keep, perform, or observe any duty, promise, covenant or agreement to be kept, performed, or observed by it under this Agreement.

GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS

B. Upon the happening of any one or more of the events set forth in Paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise, concurrently or successively, any one or more of the following rights and remedies:

1. Suspend Contractor from the work of the contract for such period of time as the Director of Public Safety, in his sole discretion, determines is in the best interests of the City; or
2. Bring suit to enjoin any breach or threatened breach by Contractor or any covenants, agreements, terms, provisions, or conditions of this Agreement; or
3. Bring suit to require performance of any covenant, agreement, term, provision, or condition, devolving upon Contractor or to recover damages for nonperformance thereof all without terminating this Agreement; or
4. Bring suit for the collection of amounts for which Contractor may be in default or for the performance of any other covenant, promise, or agreement devolving upon Contractor or performance or damage therefore, all without terminating this Agreement; or
5. Without waiving any default, perform any obligation required to be performed by Contractor, and any amounts paid or expended by the City in fulfilling the obligations of Contractor including all interest, costs, damages, attorneys' fees, and penalties shall be repaid by Contractor to the City on demand with interest thereon at the rate of six per cent (2%) per annum from the date of such payment or expenditures; or
6. Terminate this Agreement and the rights of Contractor under this Agreement.

C. All rights and remedies granted to the City under this Agreement and any other rights and remedies which the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted under this Agreement or to which it may be otherwise entitled.

D. No waiver by the City at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or covenant of this Agreement or of the strict and prompt performance thereof. No delay, failure, or omission of the City to take or to exercise any right, power,

**GENERAL CONDITIONS
THESE TERMS APPLY TO ALL ITEMS**

privilege, or option arising from any default shall be construed as a waiver of any such right, power, privilege, or option. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

Section 11. Termination

In addition to any other rights or remedies contained in this contract, the City shall have the right to terminate the contract at any time on a thirty day written notice to Contractor if and when, by resolution of the Board of Control, the City determines such termination is in the public interest.

Section 12. Miscellaneous

- A. Contractor agrees that no representations or warranties of any type shall be binding upon the City unless expressly authorized in writing.
- B. This Agreement does not constitute Contractor as the agent or representative of the City for any purpose whatsoever. Neither a partnership nor a joint venture is created under this Agreement.
- C. The headings of each section and paragraph, to the extent used in this Agreement, are used for reference only, and in no way define, limit, or describe the scope or intent of any provision of this Agreement. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in number and gender.
- D. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- E. This Agreement constitutes the entire agreement of the parties on the subject matter of this Agreement, and the same shall not be changed, modified, discharged, or extended except by written instrument executed by both parties pursuant to the laws of the State of Ohio and the ordinances and Charter of the City of Cleveland.

QUALIFICATIONS OF VENDOR FORM

SCHEDULE OF ITEMS AND PROPOSAL FORM

COMPLETE & SIGN BELOW		
NAME OF FIRM		
STREET ADDRESS		
CITY	STATE	ZIP CODE
AUTHORIZED SIGNATURE		
DATE		

The above named vendor proposes to perform the following contract Item(s) in accordance with the terms and conditions contained in the Detail Specifications, General Conditions and other parts of this Request for Proposals ("RFP") document, and to enter into contract to perform the work if selected by the City of Cleveland:

[Please place a mark next to each Item for which you are submitting a proposal.]

_____ ITEM 1 – STORAGE OF VEHICLES – NON-COMMERCIAL ONE STOP
IMPOUND

Vendors, please complete and submit with your proposal this form, the "Qualifications of Vendor Form" (found at page 23), and Cleveland Area Business Code Schedules 1, 2, 3, and 4 (found in the Appendix). Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificated or authorizations needed to conduct the work, and all items required to be submitted by this RFP whether or not their submission is noted here.

QUALIFICATIONS OF VENDOR FORM

QUALIFICATIONS OF VENDOR

The undersigned submits the following information relative to its qualifications to fulfill the specifications for the contract. Attach additional sheets to answer the questions, if needed.

CORPORATE OWNERSHIP: If the business is incorporated, enter the names of all shareholders holding more than ten (10) percent of the voting shares in the corporation, with their addresses; or if it's a business association, please identify the nature of the association and identify all business partners; or if a joint venture, identify the parties to the venture:

EXPERIENCE: Provide a brief history of the firm and the experience that it brings to the task:

FACILITIES PROPOSED TO BE USED: The vendor state that it owns or has access to, for immediate use on the proposed work, the following facilities: (Give locations, ownership, and a description of each facility.)

RESOURCES/EQUIPMENT: The vendor states that it owns and has available, for immediate use on the proposed work, the following equipment, and other resources:

QUALIFICATIONS OF VENDOR FORM

SUSPENSION OR REVOCATION OF LICENSE OR PERMIT: Please disclose any suspension or revocation of a license or permit related to your business within the three-year period preceding the submission of the proposal. If no suspensions or revocations have occurred, state that in this space:

SUBCONTRACTORS:

If you propose to or use any subcontractor(s), please identify them below and describe the services and equipment they are proposed to provide. If you do not propose to use any subcontractors, state that in this space:

NOTE: Upon request of the Director of Public Safety, you will be expected to amplify the foregoing statements as necessary to demonstrate your ability to successfully perform the work in a satisfactory manner.

Authorized Signature

Printed Name and title if applicable

Date

ORDINANCES

ORDINANCES

Note: this is a selection of ordinances that may pertain to this contract.

The Codified Ordinances may be viewed in their entirety at clevelandcitycouncil.org

135.42 Contracts for Towing, Storage and Disposal of Impounded Motor Vehicles

(a) *Contracts Authorized.* The Director of Public Safety may enter into contract for the following services:

- (1) For the towing of vehicles and motor vehicles, including commercial vehicles, authorized to be impounded by these Codified Ordinances;
- (2) For the storage of impounded vehicles and motor vehicles;
- (3) For the disposal and salvaging of impounded vehicles and motor vehicles that are unclaimed or abandoned.

(b) *Term.* The term of any contract authorized by this section shall not exceed two (2) years with one (1) two (2) year option to renew, exercisable by the Director of Public Safety if authorized by additional legislative authority.

(c) *Salvage Vehicle Proceeds.* Each contract for the towing of non-commercial or commercial vehicles shall contain a provision that provides that the division of monies received when vehicles are salvaged shall be as follows: the towing firm that impounded the vehicle shall be paid thirty percent (30%) of the salvage proceeds. The storage company shall be paid sixty percent (60%) of the proceeds, not to exceed the amount authorized for its services in these Codified Ordinances. The City of Cleveland shall be paid ten percent (10%) of the proceeds, and shall also receive any monies that are not paid to the storage firms because the percentage to which they would otherwise be entitled exceeds the amount authorized for their services in these Codified Ordinances.

(d) *Commercial Tow Rates.* Each contract entered into under the authority of division (a)(1) for the towing of commercial vehicles shall require that the tower provide to the Director of Public Safety its schedule of commercial towing rates, which shall not be higher than those charged to its most favored customers. The Director of Public Safety shall have the right to audit the records of each commercial tower to verify compliance with this requirement, and may by contract impose sanctions on any vendor that fails to comply, up to cancellation of the contract. No changes to a commercial tower's schedule of rates shall take effect until thirty (30) days after written notice to the Director of Public Safety of the revised schedule.

(e) *Payment for Process Tows and Other Costs by the Division of Police Authorized.* Each contract for the towing of motor vehicles entered into under the authority of this section:

(1) Shall provide that the Division of Police shall pay the costs of towing any non-commercial or commercial vehicle in any case in which the vehicle was impounded for processing by the Division of Police and the person reclaiming the vehicle is the victim of a crime and is not liable for the towing fees under these Codified Ordinances; and

(2) May provide that the Division of Police pay the costs of disposal of solid wastes contained in impounded vehicles or incidental to the impoundment, and the costs of disposal of non-

ORDINANCES

salvageable watercraft, vehicles or items, under such conditions as the Director of Public Safety may specify in the contract.

The costs authorized to be paid by the Division of Police under this division shall be paid from the proper appropriation account as determined by the Director of Finance.

(f) *Disposal Firms' Qualifications.* Any contract for the services described in division (a)(3) of this section shall be performed by a motor vehicle salvage dealer as defined in RC 4738.01 or a scrap metal processor as defined in RC 4737.05.

(Ord. No. 1543-12. Passed 12-3-12, eff. 12-6-12)

345.04 General Industry Districts [only the first part of this section is shown]

(a) *Permitted Building and Uses.* Within any General Industry District the following buildings or uses are permitted; no building or premises shall hereafter be erected, altered, used, arranged or designed to be used, in whole or in part for other than one or more of the following specified uses:

(1) All buildings and uses permitted in a Semi-Industry District without the restrictions contained in Section 345.03 applying to such buildings or uses except that:

A. Loading or unloading platforms of motor freight depots or trucking terminals shall not be less than fifty feet from the street line unless such platforms are so located that freight handling vehicles will not stand or maneuver in the space between the platform and the street line.

B. Dusty material storage and handling shall be subject to the limitations and restrictions of Section 347.05.

C. All buildings and uses shall conform to other applicable regulations of this Zoning Code and other applicable statutes, ordinances, rules or regulations.

(2) Any industrial, manufacturing, commercial or other nonresidential use, except the uses hereinafter listed as prohibited uses in a General Industry District.

(3) The open yard storage of secondhand lumber or other used building material, junk, paper, rags, unrepaired or uncleaned containers or other salvaged articles provided the lot upon which the storage use occurs is located no closer than 500 feet to a residence district, and such uses are enclosed within a minimum seven-foot high solid masonry wall or solid, nontransparent, well-maintained substantial fence not closer to the street line than the setback building line. Such wall or fence may have one opening not more than twenty feet in width for street access, and may have two such openings if the wall or fence along the street is more than 200 feet in length.

(4) The operation of wrecking or dismantling of motor vehicles, or the storage of motor vehicles, pending wrecking or dismantling, in areas with a minimum area of 50,000 square feet providing such premises is enclosed within a minimum seven-foot high solid masonry wall or slightly solid, nontransparent, well-maintained substantial fence. Such wall or fence may have one opening not more than twenty feet in width for street access and may have two such openings if the wall

ORDINANCES

or fence along the street is more than 200 feet in length. All walls or fences referred to in this chapter shall be neatly constructed, kept in good order and repair; no printing, lettering or advertisement shall be made part of or attached thereto or painted on the outside of the wall or fence, except that a sign located at the entrance to the yard may be provided to identify the yard.

405.04 Storage Fee at Vehicle Pound

Whenever any vehicle, except a bicycle, is stored in a vehicle pound for any reason, the person reclaiming the vehicle shall be charged a storage fee of nine dollars (\$9.00) for the first five days or fraction thereof, and thereafter shall be charged six dollars (\$6.00) for each day or fraction of a day. No fee for storage shall be charged when the vehicle is the property of the victim of a crime and said vehicle is being held by the Division of Police for processing.

(Ord. No. 2208-2000, Passed 6-19-01, eff. 6-27-01)

405.06 Impounding and Towing Fees

(a) In addition to the storage fee provided for in Section [405.04](#), the following fees shall be assessed against the owner or other person claiming an impounded vehicle:

(1) An impound fee of thirty dollars (\$30.00), except that the impound fee shall be reduced to ten dollars (\$10.00) for a person reclaiming a recovered stolen vehicle.

(2) A towing fee of one hundred dollars (\$125.00), except that the towing fee shall be reduced to fifty dollars (\$50.00) for a person reclaiming a recovered stolen vehicle, and shall be increased to one hundred and fifty dollars (\$175.00) for a person reclaiming a vehicle impounded incident to an arrest.

The towing charge shall be increased by twenty dollars (\$35.00) if a dolly or flatbed is used or if a tire or tires are changed.

(b) No towing or impounding fees shall be charged when the vehicle is the property of the victim of a crime and such vehicle is being held by the Division of Police for processing.

(Ord. No. 857-14. Passed 8-20-14, eff. 8-22-14)

405.08 Impounding Commercial Vehicles; Fees

(a) **Storage fee.** Notwithstanding the provisions of Section 405.04, whenever any commercial vehicle is impounded and stored, either in a vehicle pound operated by the City or other area designated by the Director of Public Safety, a charge of ten dollars (\$10.00) per day or fraction thereof in excess of twenty-four (24) hours, shall be charged for the storage of all commercial vehicles not exceeding five (5) tons net weight, and a charge of twenty dollars (\$20.00) per day or fraction in excess of twenty-four (24) hours, shall be charged for the storage of all commercial vehicles in excess of five (5) tons net weight.

(b) **Towing fees.** Notwithstanding the provisions of Section 405.06, the fees for towing a commercial vehicle will be assessed in accordance with this division. Each firm that is under contract with the City for the towing of commercial vehicles under the authority of Section

ORDINANCES

135.42 shall be paid in accordance with the schedule of its commercial rates on file with the Director of Public Safety as required by division (d) of Section 135.42.

(c) **Impounding fee.** An impounding fee of thirty dollars (\$30.00) shall be charged.

(d) **Fees assessed.** The storage and impounding fees provided for in this section shall be assessed against the owner or other person claiming such impounded vehicles.

(Ord. No. 292-07. Passed 6-11-07, eff. 6-15-07)

405.13 Auctioning of Impounded Motor Vehicles that are Unclaimed or Abandoned

(a) The Director of Public Safety may arrange for the auction of non-commercial and commercial vehicles that are impounded under the authority of these Codified Ordinances, other than vehicles subject to forfeiture under Chapter 2933 of the Revised Code where the disposition of the vehicle is governed by that chapter, and that are unclaimed or abandoned and authorized to be disposed of under Chapter 4513 of the Revised Code or other applicable law. The provisions of this section do not limit the authority of the Director of Public Safety to dispose of such vehicles under any contract that the Director may have entered into with motor vehicle salvage dealers or scrap metal processing facilities under the authority of division (a)(3) of section 135.42 for the disposal of such vehicles.

(b) If a vehicle is auctioned under the authority of this section, then the proceeds of the auction shall be deposited in an agency fund. The proceeds of the auction shall be disbursed from the agency fund in the following priority: the towing firm that impounded the vehicle shall be paid first, in the amount authorized for its services in these Codified Ordinances, up to the amount of the proceeds obtained. The storage company shall be paid next, in the amount authorized for its services in these Codified Ordinances, for storage for the number of days that the vehicle was stored or 30 days, whichever is less, up to the amount of proceeds remaining after the towing firm is paid. Any other costs required to be paid by the City in connection with the auction shall be paid next, up to the amount of the proceeds remaining after the towing and storage firms are paid as provided in this division. Any remaining funds shall be paid to the credit of the general fund.

(c) The Director of Public Safety may allow a vendor under contract with the City under the authority of section 135.42 for the towing of commercial vehicles to itself conduct the auction of unclaimed commercial vehicles under such terms as the Director may prescribe. In any such case, the proceeds obtained at auction shall be dispersed by the vendor in the same amounts as that specified in division (b) of this section for auctions conducted by the City.

(Ord. No. 292-07. Passed 6-11-07, eff. 6-15-07)

ORDINANCES

Chapter 677A — TOW TRUCKS - selected ordinances

677A.02 License Required

(a) No owner of a tow truck shall permit such tow truck to be used for the purpose of towing in the City unless a valid tow truck owner's license, obtained pursuant to this chapter, has been issued and is in force for that tow truck.

(b) This section does not apply when the property being towed is owned by the person doing the towing, and is being transported for recreation, sport or show, or when the property being towed has been picked up outside the City and is either in the process of being delivered to a location in the City, or is being towed through the City to be delivered elsewhere.

(c) Evidence of the ownership of a vehicle being towed shall be presented to a police officer or inspector upon demand and shall consist of either a certificate of title or a bill of sale for the vehicle.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.04 Issuance of License

Upon approval of the application provided for in Section 677A.03, the Commissioner of Assessments and Licenses shall issue the license and, as evidence thereof, a metal tag bearing the number of the license. The tag shall be six inches by eight inches and of an annual contrasting color as determined by the Commissioner. The tag shall be permanently fixed to the front bumper of the licensed tow truck.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.05 Term of License

All licenses issued pursuant to Section 677A.04 shall be issued for a period of two years, expiring on the 30th day of September in odd numbered years, unless sooner revoked by the Commissioner, provided, however, that any license issued pursuant to Section 677A.04 between the effective date of this section and September 30, 1993 shall expire on September 30, 1995 unless sooner revoked by the Commissioner.

(Ord. No. 228-93. Passed 2-8-93, eff. 2-16-93)

677A.09 Liability Insurance Required

Each owner of a tow truck shall furnish, at the time of application and/or renewal of such license, a certificate of insurance or an acknowledgment thereof, by an insurance carrier licensed to do business in the State, evidence of garagekeepers' legal liability, to protect property left in his care, custody or control, in an amount not less than one hundred thousand dollars (\$100,000) and general liability in an amount not less than three hundred thousand dollars (\$300,000). The provisions of this section relating to garagekeepers' legal liability shall not apply to a tow truck owner who establishes to the satisfaction of the Commissioner of Assessments and Licenses that such owner does not own, operate or maintain garage or vehicular storage facilities.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

ORDINANCES

677A.10 Tow Truck Identification

Any person engaged in the business of offering towing services shall have imprinted on both sides of any vehicle used as a tow truck, slide or tilt-bed carrier, or car hauler, the name, address and telephone number of the person owning such vehicle. The name shall be printed in letters at least three inches high and not less than three-eighths of an inch wide, while the address, place and phone number shall be in letters two inches high and not less than three-eighths of an inch wide. Lettering shall be done in color which will contrast sharply with the background upon which it is painted and shall be placed in such position as to be easily seen by anyone wishing to identify the vehicle. Markings shall be kept clear and distinct at all times. (Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.12 Transport Sheet Required

Tow truck operators shall at all times maintain a current transport sheet containing the following information in the proper sequence on motor vehicles that are moved from one location to another:

- (a) Date and time;
- (b) Moved vehicle owner's name and address;
- (c) Moved vehicle's serial or license number; serial number required if vehicle is taken anywhere other than licensee's lot;
- (d) Year, make and model of moved motor vehicle;
- (e) Location of origin of transport;
- (f) Location of destination of transport;
- (g) Amount of charges;
- (h) Name of person who authorized transport.

Such entries on the transport sheet are to be made at the time of each act and recorded legibly, accurately and completely as directed in this section. These transport sheets shall be made available for inspection upon the request of any police officer. This section shall not apply to salvage motor vehicle dealers.

No tow truck shall have in tow a motor vehicle for which the operator does not have in his possession authorization to remove such vehicle. The authorization of the owner or of an officer of the Police Division shall include, but not be limited to, the name of the owner of such motor vehicle, the name and telephone number of the person authorizing the moving of the motor vehicle, the motor vehicle registration number and/or the vehicle identification number. (Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.13 Records

The owner of a truck shall maintain an accurate and complete file of transport sheets for each driver employed by him or her, including the owner if he or she is also an operator. Transport sheets shall be filed by date of occurrence and retained for a period of six months. Upon the request of the Director of Public Safety or his or her designee, such sheets shall be immediately available for inspection.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

ORDINANCES

677A.14 Drivers' Licenses

Every person driving a tow truck shall be licensed. Each applicant for a driver's license shall:

- (a) Be eighteen (18) years of age or over and an American citizen (or have declared his or her intention to become a citizen) on the date of such application;
- (b) Be of sound physique, with good eyesight and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body and mind which might render him or her or her unfit for the safe operation of a public vehicle;
- (c) Exhibit minimal competency in reading and writing the English language;
- (d) Produce, on forms provided by the Commissioner of Assessments and Licenses, two (2) character references of persons not related to the applicant; and
- (e) Fill out, on a form provided by the Commissioner, a statement giving his or her full name, residence and places of residence for five (5) years previous to moving to his or her present address; his or her age, height, color of eyes and hair and place of birth; the length of time he or she has resided at his or her present address; whether or not he or she is a citizen of the United States; places of previous employment; whether or not he or she has ever been arrested or convicted of a felony or misdemeanor; whether or not he or she has been summoned to court; whether or not he or she has previously been licensed as a driver or chauffeur, and if so, whether or not his or her license has ever been revoked and for what cause. Such statement shall be signed and sworn to by the applicant, and filed with the Commissioner, as a permanent record.

Any false statement made by the applicant shall be promptly reported by the Commissioner to the prosecuting attorney. The Commissioner is authorized to establish such additional rules and regulations, covering the issuance of drivers' licenses, not inconsistent with this chapter, as may be necessary and reasonable.

(Ord. No. 1551-10. Passed 12-6-10, eff. 12-10-10)

677A.16 Drivers' Photographs

- (a) Each applicant for the driver's license provided for in Section 677A.14 shall file with his or her application three unmounted, unretouched photographs of himself or herself, in such position as the Commissioner of Assessments and Licenses may direct, taken within thirty days preceding the filing of his or her application. Photographs shall be of a size which may be easily attached to his or her license. One of the photographs shall be attached to his or her license when issued, and the others shall be filed with the application in the office of the Commissioner.

The photograph shall be so attached to the license that it cannot be removed and another photograph substituted without detection. Each licensed driver shall, on demand of an inspector of licenses, a policeman or an affected citizen, exhibit his or her license and photograph for inspection.

Where the application for a license is denied, two copies of the photograph shall be returned to the applicant by the Commissioner.

ORDINANCES

(b) Applications with photographs attached shall forthwith be forwarded to the Bureau of Criminal Identification, Police Division. No license shall be issued under this chapter until the receipt in writing from such Bureau of a report showing the result of the investigation of the application.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.19 License Certificate

The Commissioner of Assessments and Licenses shall issue a license certificate, bearing the photograph of the licensee, to each person licensed as the driver of a tow truck. Such license certificate must, under penalty of suspension or revocation of the license, be conspicuously displayed at all times in the vehicle operated by such licensee and in the manner required by the Commissioner. The certificate shall be of such form and design as the Commissioner prescribes.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.22 Suspension or Revocation of License

A driver's license issued under this chapter may be suspended or revoked at any time by the Commissioner of Assessments and Licenses on his or her own initiative or on the recommendation of the Chief of Police. Before suspending or revoking such license, the Commissioner shall afford the licensee the opportunity of a hearing on the charges. The licensee may appeal from such order in the manner provided in Section 677A.08. A second suspension for the same reason, or a third suspension in any case, of a driver's license shall operate as a revocation of such license. No driver whose license has been revoked shall again be licensed as a tow truck driver in the City without the presentation of reasons satisfactory to the Commissioner. The Commissioner shall notify the Police Division of all suspensions or revocations of drivers' licenses.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

677A.99 Penalty

Whoever violates any provision of this chapter shall be guilty of a misdemeanor of the second degree and shall be fined not more than seven hundred fifty dollars (\$750.00) or imprisoned not more than ninety days, or both. Any such violation shall constitute a separate offense on each consecutive day continued.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

[End of Request for Proposals Document]